say that the law intended by the contracting parties should govern the creation of a contractual obligation is just as reasonable as to hold that a person who commits a tort with the intention of being governed by the laws of the state where such acts do not constitute a tort, is therefore not liable. Moreover, if the laws of the state intended by the parties govern the creation of contracts, how can that state be deprived of its jurisdiction by any legislation by the state where the acts are committed? One state having attached an obligation to certain acts, another state can by no amount of legislation affect its right to do so. Yet the law is, that where a state enacts a special law the intent of the parties will not govern.

This unscientific treatment, which vitiates the whole work, has led to many inaccuracies in the editor's treatment of the subjects of marriage (see § 237 b), and the status of legitimated children (§§ 250–251). While every state must recognize a status created by the proper law, yet the consequences that arise in any jurisdiction must depend upon the law of that jurisdiction.

In § 230 a the editor argues that although a divorce granted by a state where a party merely resides is void, yet a statute which expressly substitutes residence for domicile thereby overcomes the general principle that the law of the state where the party is domiciled governs. Why this should be so, the editor gives no reason. An action for divorce is an action *quasi in rem*, and the only state having jurisdiction over the status which is the subject of the action is the state where the parties are domiciled. How, then, can a state acquire jurisdiction over that status as long as neither of the parties is domiciled there? It is because it cannot, that a voluntary appearance by the parties does not confer jurisdiction. *Andrews* v. *Andrews*, 188 U. S. 14.

Again, in §§ 4 b and 257 a, the editor upholds the view that a judgment recovered under a penal statute cannot be enforced in another jurisdiction. This is due to the loose method of statement adopted by some courts in saying that a judgment is merely evidence of the existence of an obligation. The truth is, that the judgment merges the original obligation. An action can be brought on the judgment; it has a distinct statute of limitations, and defenses available in the original action cannot be pleaded in an action on the judgment. Suppose, instead of bringing an action on the penalty, the parties had made a contract, whereby, in consideration of the one releasing the other from his obligation, the other agreed to give a horse; no doubt such a contract would be enforcible everywhere. Why should there be any difference whether the new contractual obligation is created by assent of the parties, or by operation of law, since a judgment is a quasi-contractual obligation? Upon this ground Huntington *v.* Attrill, 146 U. S. 657, may be supported.

While the editor of this new edition has done his work with zeal and ability, no amount of editing can overcome the defects inherent in Wharton's Conflict of Laws. Whether a consciousness of the inadequacy of the original, or a large public demand for a work on this subject, or both, led to this new edition, the question still remains why so unscientific a work on the most scientific branch of the law should be deemed worthy of a new edition. S. J. R.

THE CIVIL CODE OF THE REPUBLIC OF PANAMA, and Amendatory Laws, Continued in Force in the Canal Zone, Isthmus of Panama, by Executive Order of May 9, 1904. Translated under the direction of Charles E. Magoon, General Counsel, Isthmian Canal Commission, by Frank L. Joannini. Washington, D. C.: Isthmian Canal Commission. 1905. pp. xvi, 681. 8vo.

Upon the declaration of its independence in November, 1903, the Republic of Panama, by proclamation, continued in force the pre-existing law, with such modifications as the political changes effected might require. The Panama code is, consequently, substantially identical with that of Colombia, and like the latter is Spanish in origin and development, being based upon the Roman law.

In May, 1904, an executive order of the United States government continued in force in the canal zone the laws of the state of which it had previously formed a part, thus increasing still further the already considerable area of American territory in which the civil law system prevails. Mr. Joannini's translation, for which he claims the merit of uniqueness, must therefore interest the practical American business man and lawyer as well as the student of comparative jurisprudence. The volume is unannotated save for occasional references to the civil codes of Louisiana and Chili. An historical introduction contains a brief statement of the various bodies of law which have prevailed in the territory now known as the Republic of Panama since its original colonization. In November, 1903, the new Republic provided for the appointment of commissions to draw up civil, judicial, commercial, and mining codes. This work has not yet been brought to a conclusion, however; and pending its completion the present translation of the law now prevailing seems likely to be useful.

POMEROY'S EQUITY JURISPRUDENCE, in four volumes. By John Norton Pomeroy. Third Edition Annotated and much enlarged, and supplemented by a Treatise on Equitable Remedies, in two volumes, by John Norton Pomeroy, Jr. San Francisco: Bancroft-Whitney Company. 1905. pp. lviii, 1–859; xii, 861–1806; xv, 1807–2626; vii, 2627–3525. 8vo.

THE CIVIL CODE OF THE REPUBLIC OF PANAMA and Amendatory Laws Continued in Force in the Canal Zone, Isthmus of Panama, by Executive Order of May 9, 1904. Translated under the direction of Charles E. Magoon, by Frank L. Joannini. Washington, D. C.: Isthmian Canal Commission. 1905. pp. xvi, 681. 8vo.

A TREATISE ON THE LAW OF AGENCY, including Special Classes of Agents, Attorneys, Brokers, and Factors, Auctioneers, Masters of Vessels, etc., etc. By William Lawrence Clark and Henry H. Skyles. In two volumes. St. Paul, Minn.: Keefe-Davidson Co. 1905. pp. liv, 1–1146; 1147–2178. 8vo.

PROBATE REPORTS ANNOTATED: containing Recent Cases of General Value Decided in the Courts of the Several States on Points of Probate Law. With Notes and References. By Wm. Lawrence Clark. New York: Baker, Voorhis & Company. 1905. pp. xxii, 706. 8vo.

LAW OF THE DOMESTIC RELATIONS, embracing Husband and Wife, Parent and Child, Guardian and Ward, Infancy, and Master and Servant. By James Schouler. Boston: Little, Brown & Company. 1905. pp. xxxix, 421. 8vo.

REPORT OF THE TWENTY-SEVENTH ANNUAL MEETING OF THE AMERICAN BAR ASSOCIATION, held at St Louis, Missouri, September 26, 27, and 28, 1904. Philadelphia: Dando Printing and Publishing Company. 1904. pp. 966. 8vo.

REPORT OF THE ELEVENTH ANNUAL MEETING OF THE MOHUNK LAKE CONFERENCE ON INTERNATIONAL ARBITRATION, 1905. Reported by Miss Lillian D. Powers. The Mohunk Lake Arbritration Conference. 1905. pp. 179. 8vo.

THE INDIAN CONTRACT ACT. With a Commentary, Critical and Explanatory. By Sir Frederick Pollock, assisted by Diusha Fardunji Mulla. London: Sweet & Maxwell, Limited; Bombay: Thacher & Company. 1905. pp. xlvi, 623. 8vo.

STUDIES IN THE CIVIL LAW, and its Relations to the Jurisprudence of England and America, with References to the Law of our Insular Possessions. By William Wirt Howe. Second Edition. Boston: Little, Brown & Company. 1905. pp. xii, 390. 8vo.

LEGISLATION AGAINST SPECULATION AND GAMBLING IN THE FORMS OF TRADE, including "Futures," "Options," and "Short Sales." By T. Henry Dewey. New York: Baker, Voorhis & Company. 1905. pp. 71. 8vo.

THE ENGLISH AND INDIAN LAW OF TORTS. By Ratanlal Ranchhoddas and Dhirajlal Keshavlal Thalsor. Bombay: The Bombay Law Reporter Office. 1905. pp. c, 508. 8vo.

PATRIOTIC STUDIES. Including Extracts from Bills, Acts, and Documents of United States Congress. 1888–1905. Washington, D. C.: International Reform Bureau. pp. 288. 8vo.

PROCEEDINGS OF THE AMERICAN POLITICAL SCIENCE ASSOCIATION. Held at Chicago, Ill., December 28 to 30, 1904. Lancaster, Pa.: Wickersham Press. 1905. pp. 249. 8vo.

THE LAW OF CONTRACTS. By William Herbert Page. In three volumes. Cincinnati: The W. H. Anderson Co. 1905. pp. cclxv, 1–848; 851–1930; 1933–3083. 8vo.

A TREATISE ON THE LAW OF FIXTURES. By Marshall D. Ewell. Second Edition, edited and annotated by Frank Hall Childs. Chicago: Callaghan & Company. 1905. cviii, 784. 8vo.

THE LAW OF CRIMES. By John Wilder May. Third Edition, edited by Harry Augustus Bigelow. Boston: Little, Brown & Company. 1905. pp. liv, 366. 8vo.

THE LAW OF BAILMENTS, including Pledge, Innkeepers, and Carriers. By James Schouler. Boston: Little, Brown & Company. 1905. pp. xxxii, 415. 8vo.

COURTS AND PROCEDURE IN ENGLAND AND IN NEW JERSEY. By Charles H. Hartshorne. Newark, N. J.: Toney & Sage. 1905. pp. xi, 233. 12mo.

THE LAW OF INTERSTATE COMMERCE AND ITS FEDERAL REGULATION. By Frederick N. Judson. Chicago: F. H. Flood & Co. 1905. pp. xix, 590. 8vo.

LEADING CASES IN THE BIBLE. By David Werner Amram. Philadelphia: Julius H. Greenstone. 1905. pp. vii, 215. 12mo.

A TREATISE ON THE LAW OF REAL PROPERTY. By Frank Goodwin. Boston: Little, Brown & Company. 1905. pp. lii, 531. 8vo.

EVIDENCE IN ATHENIAN COURTS. By Robert J. Bonner. Chicago: The University of Chicago Press. 1905. pp. 98. 8vo.

CONSTITUTIONAL LAW OF ENGLAND. By Edward Wavell Ridges. London: Stevens & Sons, Limited. 1905. pp. xxxii, 458. 8vo.

THE AMERICAN JUDICIARY. By Simeon E. Baldwin. New York: The Century Co. 1905. pp. xiii, 403. 8vo.